

**Amendment to the Agreement
Between
US LEC of Florida Inc., US LEC Communications Inc.,
US LEC of Alabama Inc., US LEC of Georgia Inc.,
US LEC of North Carolina Inc., US LEC of South Carolina Inc.
and US LEC of Tennessee Inc.
and
BellSouth Telecommunications, Inc.
Dated July 30, 2006**

Pursuant to this Amendment, (the "Amendment"), US LEC of Florida Inc., US LEC Communications Inc., US LEC of Alabama Inc., US LEC of Georgia Inc., US LEC of North Carolina Inc., US LEC of South Carolina Inc. and US LEC of Tennessee Inc. (US LEC), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 30, 2006 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and US LEC entered into the Agreement on July 30, 2006, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add Section 8.5.6 to Attachment 3 as follows:
 - 8.5.6 In the event that the Initial Billing Party was provided the accurate switched access detailed usage data in a manner that allowed the Initial Billing Party to generate and provide such data to the Subsequent Billing Party in a reasonable timeframe and where the Initial Billing Party failed to provide notice to the Subsequent Billing Party of any inability to provide such data within a reasonable and nondiscriminatory timeframe and the Subsequent Billing Party is unable to bill and/or collect access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.
2. All of the other provisions of the Agreement, dated July 30, 2006, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 1/12/07

**US LEC of Florida Inc.,
US LEC Communications Inc.,
US LEC of Alabama Inc.,
US LEC of Georgia Inc.,
US LEC of North Carolina Inc.,
US LEC of South Carolina Inc. and
US LEC of Tennessee Inc**

By: FRANK HOFFMANN

Name: Frank Hoffmann

Title: DIRECTOR REGULATORY

Date: 1 / 2 / 2007